

D E E D

BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Massachusetts, in consideration of Six Thousand, One Hundred Dollars (\$6,100) paid and other considerations as set forth herein, grants unto the City of Boston, a Municipal Corporation, with QUITCLAIM COVENANTS, the following described land in said Boston:

1. Parcels 3A and 3B containing 8360 square feet on a plan dated April, 1964, by Whitman & Howard, Inc., Engineers, to be recorded herewith, which Parcels include registered land shown as: Lot No. on Plan , being a portion of the land described in Certificate of Title No.
2. The fee to the centerline of all proposed or existing streets shown on said plan as abutting Parcels 3A and 3B and the property designated as "City of Boston (Welfare Department) 'Building Area'", as shown on said plan.

The grantor holds title to the registered land above set forth and hereby conveyed under Certificate of Title issued by the Suffolk Registry, District No. and to the unregistered land above set forth and hereby conveyed under an order of taking dated , recorded with Suffolk Deeds in Book Page

Subject to an easement for public travel shown on said plan as "Chardon Street" until such time as said street is discontinued by the City of Boston.

Subject also to existing utility easements under presently existing Chardon Street, which easements shall be subject to reasonable regulation by the grantee.

The grantee, in consideration for the conveyance of the above mentioned Parcels, hereby agrees to subject property at 43 Hawkins Street, Boston, Suffolk County, Massachusetts, shown on the aforementioned plan dated April, 1964, by Whitman & Howard, Inc., Engineers, as "City of Boston (Welfare Department) 'Building Area'", to all of the covenants and limitations set forth herein. As used hereafter in this instrument, therefore, the term "The Property" shall mean Parcels 3A and 3B together with that property designated on the aforementioned plan as "City of Boston (Welfare Department) 'Building Area'".

The grantee agrees for itself, its successors and assigns that upon the laying out or taking by the City of Boston of streets abutting The Property, no claim for damages by reason of such laying out or taking will be made by it so long as such laying out or taking excludes or is made subject to all structural elements of the improvements existing or to be constructed on The Property.

The grantee covenants for itself, its successors and assigns:

- A. Until May 25, 2004, to devote The Property to and only to the permitted uses and subject to the applicable limitations specified in the Urban Renewal Plan for the Government Center Urban Renewal Area adopted by the grantor on June 5, 1963, and approved by the Boston City Council on May 25, 1964, on file at the office of the City Clerk as the same may be from time to time hereinafter modified pursuant to Section 901 thereof (hereinafter referred to with such modifications as the "Plan").
- B. Until May 25, 2004, not to use or devote The Property or any part thereof for any use other than the uses or purposes specified in the Plan or contrary to any of the applicable limitations or requirements of the Plan.
- C. Until 100 years from the date hereof, not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease or rental, or in the use or occupancy of The Property or any part thereof, or to effect or execute any covenant, agreement lease, conveyance, or other instrument which provides for such discrimination, and to comply with all state or local laws in effect from time to time prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease or occupancy thereof.

The covenants set forth above shall run with The Property and shall be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the grantor and any successor public agency designated by or pursuant to law, both for and in its own right and also for the purpose of protecting the interest of the community and the other parties, public and private in whose favor and for whose benefit such covenants are provided, and such covenants shall be in force and effect without regard to whether the grantor or any successor remains or is an owner of or in possession of any land owned by the grantor in such Project Area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy.

This conveyance is made subject also to the additional terms and conditions set forth in a Land Disposition Agreement executed on _____, 196 , by and between the grantor and the grantee hereto, on file at the office of the Authority, all of which such terms and conditions survive the delivery of this deed and are binding upon all persons dealing with the granted premises and enforceable by the grantor and any successor public agency designated by or pursuant to law to the extent provided therein and as though said Land Disposition Agreement were recorded and filed herewith.

All said additional terms and conditions contained in said Land Disposition Agreement, except only the covenants set forth specifically above in this deed and stated to run with the land, shall upon completion of said required improvements on the granted premises and the recording or registration of a certificate of completion, be a conclusive determination that all obligations of the grantee, its successors and assigns, as to the granted premises have been satisfied except only said covenants set forth above in this deed and stated to run with the land.

IN WITNESS WHEREOF, on the _____ day of _____ at Boston, Massachusetts, the parties hereto have caused this Instrument in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and delivered
in the presence of:

By _____

CITY OF BOSTON

By _____

Approved as to Form:

Corporation Counsel

Approved:

Mayor

Approved as to Form:

General Counsel
Boston Redevelopment Authority



Area
1962
178
≈ 2140 Sq. Ft.

city (welfare of Boston Department)
"BUILDING AREA"

Boston Edison
Company

TABULATION OF AREAS

PARCEL	AREA	To City of Boston (Welfare Department)
3A	①	5542 Sq. Ft.
	②	178 Sq. Ft.
3B		2640 Sq. Ft.
TOTAL		8360 Sq. Ft.



APPROVED BY

WALLACE B. ORPIN
CHIEF ENGINEER

GOVERNMENT CENTER PROJECT MASS. R35

PROPERTY LINE MAP

PART OF PARCEL 3
(CONSISTING OF PARCELS 3A & 3B)

BOSTON REDEVELOPMENT AUTHORITY
BOSTON-SUFFOLK COUNTY-MASSACHUSETTS

DATE
APR. 11 1964

CODE

SEGMENT-

SCALE IN FEET 1 inch = 20 feet

MAP P-130F

WHITMAN & HOWARD INC. ENGINEERS

60 BROAD ST. BOSTON, MASS.

REVISED

October 29, 1964

M E M O R A N D U M

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: APPROVAL OF DEED TO PARCELS 3A AND 3B IN THE GOVERNMENT
CENTER PROJECT AREA

On July 23, 1964, the Authority approved the disposition of Parcels 3A and 3B in the Government Center Project Area to the City of Boston, Welfare Department, for use in conjunction with its adjoining building. The disposition agreement for said parcels is currently being executed by the City.

Although the landscaping planned for Parcel 3A cannot be undertaken until Chardon Street has been discontinued, the Welfare Department would like to begin improvements on Parcel 3B, designated for parking uses, as soon as the land is transferred.

A proposed form of deed and an appropriate vote are attached.

Attachments

VOTED: That the Chairman, or in his absence the Development Administrator, be and he hereby is authorized and empowered in the name and on the behalf of this Authority to execute, seal in the corporate seal or otherwise acknowledge and deliver a deed or deeds from this Authority to the City of Boston conveying certain premises in the Government Center Urban Renewal Project Area in the County of Suffolk, in the Commonwealth of Massachusetts, which premises are described as follows:

1. Parcels 3A and 3B shown on a Plan dated April, 1964, by Whitman & Howard, Inc., Engineers, consisting of 5720 square feet in Parcel 3A and 2640 square feet in Parcel 3B.
2. The fee to the centerline of all proposed or existing streets shown on said plan as abutting Parcels 3A and 3B and the property designated on said plan as "City of Boston (Welfare Department) Building Area".

Said deed or deeds shall be delivered in consideration of \$2,140 for Parcel 3A and \$3,960 for Parcel 3B and shall be in such form as the Chairman, or in his absence the Development Administrator, shall approve, execution thereof to be conclusive evidence of such approval.